

**RESOLUTION NO. 2020-18**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, APPROVING AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR TRANSPORTATION SERVICES; WAIVING COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne ("Village") wishes to provide additional, convenient transportation services and options to its residents and visitors; and

**WHEREAS**, through an agreement with the Key Biscayne Community Foundation, Inc. ("Foundation"), BeeFree, LLC d/b/a Freebee ("Freebee") currently operates a mobile application-based transportation service ("Services") within the Village; and

**WHEREAS**, the Village has determined that it is in the Village's best interest to contract with Freebee to provide the Services to the Village's residents and visitors; and

**WHEREAS**, in accordance with Section 2-85 of the Village Code of Ordinances ("Code"), the Village Council has determined that it is impractical to apply competitive bidding procedures to contract for the Services and desires to waive such procedures to avoid an interruption in Services; and

**WHEREAS**, the Village Council desires to enter into an agreement with Freebee in substantially the form attached hereto as Exhibit "A" ("Agreement") and authorize the Village Manager to execute all documents necessary for the Services; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

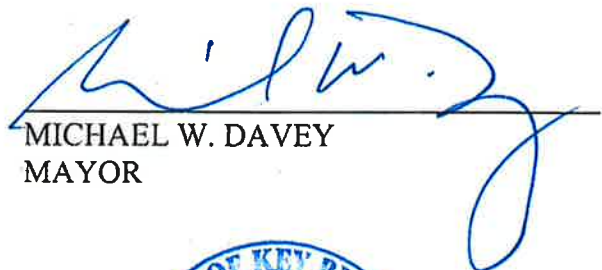
**Section 2. Approval.** That the Village Council hereby approves the Agreement with Freebee in substantially the form attached hereto as Exhibit "A."

**Section 3. Waiving of Competitive Bidding.** That the Village Council hereby finds, pursuant to Section 2-85 of the Village Code, that it is impractical to apply the competitive bidding procedures of the Village Code to contract for the Services.


**Section 4. Authorization.** That the Village Council hereby authorizes the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

**Section 5. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 9<sup>th</sup> day of March, 2020.

  
MICHAEL W. DAVEY  
MAYOR

ATTEST:

  
CONCHITA H. ALVAREZ, MMC  
INTERIM VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND  
BEEFREE, LLC D/B/A FREEBEE**

**THIS AGREEMENT** (this "Agreement") is made effective as of the 9<sup>th</sup> day of March, 2020 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, whose principal address is 88 West McIntyre Street, Key Biscayne, FL 33149 (the "Village"), and **BEEFREE, LLC D/B/A FREEBEE**, a Florida limited liability company, whose principal address is 2312 N. Miami Avenue, Miami, FL 33127 (the "Contractor").

**WHEREAS**, the Contractor will perform mobile-based, on-demand and circulator transportation services for the Village, as further described in Exhibit "A" attached hereto (the "Services"); and

**WHEREAS**, the Contractor has provided similar services within the Village's jurisdictional limits pursuant to a Master Services Agreement (the "MSA") between the Contractor and the Key Biscayne Community Foundation, Inc. (the "Foundation") dated January 23, 2018; and

**WHEREAS**, the Village and the Foundation have agreed to transfer the management of the Services to the Village; and

**WHEREAS**, the Contractor has proposed to the Village similar terms and conditions for the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and deliverables as specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

**1. Scope of Services.**

- 1.1. Contractor shall provide the Services set forth herein and in Exhibit "A" in a professional manner and in accordance with all federal, state, and local laws.
- 1.2. Contractor will provide a specified number of "Freebee" electric vehicles with full doors and windows (the "Vehicles"), in accordance with Exhibit "A", which will be exclusively dedicated to the Village for the term of this Agreement.
- 1.3. Contractor will operate the Vehicles in the Village's designated service area ("Designated Service Area") as set forth in the map attached hereto as Exhibit "B."

- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

## **2. Term/Commencement Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter ("Initial Term"), unless earlier terminated in accordance with Paragraph 8. After the Initial Term, this Agreement may be renewed for additional one-year terms ("Renewal Terms") upon mutual agreement of the Parties.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager in writing.
- 2.3. This Agreement is subject to the conditions precedent that: (i) Village funds are available, appropriated, and budgeted for the Services; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Council relative to the Services; and (iii) the Village Council enacts legislation or other necessary Resolutions, which awards and authorizes the execution of this Agreement.

## **3. Compensation and Payment.**

- 3.1. The Village agrees to pay the Contractor for the Services rendered in accordance with the terms set forth in Exhibit "A", attached hereto and incorporated herein.
- 3.2. Contractor shall deliver an invoice, along with any other reports required under this Agreement, to Village no more often than once per month detailing the Services completed, ridership data, the amount due to Contractor, and the amount of any advertising subsidy. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the rates set forth in Exhibit "A." The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager. Invoices submitted without the required back up material or information may result in delayed payment.

## **4. Subcontractors.**

- 4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's reasonable discretion.

## **5. Village's Responsibilities.**

- 5.1. The Village will provide three (3) covered parking spaces and two (2) uncovered parking spaces ("Designated Parking") for the Vehicles for the Term of this Agreement, at no cost

to Contractor. Contractor shall use only the Designated Parking to park or store Vehicles. Contractor must not park or store Vehicles in non-designated, Village-owned property, unless otherwise expressly authorized in writing by the Village.

5.2. Village shall make available any information, documents, or other data pertinent to the Services and in possession of the Village, upon written request of the Contractor.

5.3. Upon Contractor's request, Village shall reasonably cooperate in arranging for access to data or personnel as required for Contractor to perform the Services.

**6. Contractor's Responsibilities; Representations and Warranties.**

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to the Services as described within this Agreement, upon written notification from the Village Manager, the Contractor shall at Contractor's sole expense, correct its deliverables or Services within fourteen (14) days of receiving such written notification.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

6.3. The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.4. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. **Conflict of Interest.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any Services similar to those provided pursuant to this Agreement to any private sector entities with any current or foreseeable adversarial issues in the Village. For the purposes of this section "adversarial" shall mean any issues where staff is recommending denial or denied an application for permitting or zoning, or an administrative appeal or court action wherein the Village is a party.

**8. Termination.**

8.1. The Village Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause

- 8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop providing Services unless directed otherwise by the Village Manager.
- 8.3. Contractor, without cause, may terminate this Agreement upon one hundred eighty (180) calendar days written notice to the Village, or upon sixty (60) calendar days written notice with cause if Village fails to cure any material breach after written notice with fourteen (14) calendar days opportunity to cure.
- 8.4. The Contractor shall be paid for all Services accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.5.
- 8.5. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Village, in a hard copy and electronic format within fourteen (14) days from the date of written notice of the termination or expiration of this Agreement.

## **9. Insurance.**

- 9.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
- 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$3,000,000 each.
- 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business

Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Umbrella Excess Liability Insurance of \$5,000,000. Such coverage shall be over and above the coverage provided by the policies required herein. The Umbrella Excess Liability Insurance shall not contain endorsements which restrict the coverages provided in the underlying policies. The policy shall contain a waiver of subrogation endorsement in favor of the Village.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5. Waiver of Subrogation.** The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Village.

9.6. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.



**15. Entire Agreement/Modification/Amendment.**

- 15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

- 16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which specifically and exclusively relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village.
- 16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within fourteen (14) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. Contractor shall notify Village and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same.

16.9. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jennifer Medina, CMC**

**Mailing address: 88 West McIntyre Street  
Key Biscayne, FL 33149**

**Telephone number: 305-365-5506**

**Email: [jmedina@keybiscayne.fl.gov](mailto:jmedina@keybiscayne.fl.gov)**

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this

Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.


21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this Section is beyond the reasonable control and without the fault or negligence of the party seeking relief under this Section.
26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAYNE**

**CONTRACTOR**

By:   
Andrea Agha  
Village Manager

By: \_\_\_\_\_  
Name: Jason Spiegel  
Title: Managing Partner  
Entity: Beefree, LLC

Attest:

By: \_\_\_\_\_  
Jennifer Medina, CMC  
Village Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**

Village of Key Biscayne  
Attn: Village Manager  
88 West McIntyre Street  
Key Biscayne, FL 33149  
305-365-5514 (telephone)  
305-365-8936 (facsimile)  
aagha@keybiscayne.fl.gov (email)

**Addresses for Notice:**

Jason Spiegel  
Managing Partner  
Beefree, LLC  
2312 North Miami Avenue  
Miami, FL 33127  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(facsimile)  
\_\_\_\_\_(email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Chad Friedman, Esq.  
Village of Key Biscayne Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
cfriedman@wsh-law.com (email)

**With a copy to:**

Bradley F. Zappala, Esq.  
Switkes & Zappala, P.A.  
407 Lincoln Road, PH SE  
Miami Beach, FL 33141  
305-534-4757 (telephone)  
305-538-5504 (facsimile)  
bzappala@switkeslaw.com (email)